



Antonin Scalia Law School
3301 Fairfax Drive, MSN 1G3, Arlington, VA 22201
Phone: (703) 993-8000

January 31, 2019

Brett Kavanaugh
One First Street NE
Washington, DC 20543

Dear Justice Kavanaugh,

It is my pleasure to offer you the position of Distinguished Visiting Professor of Law. I believe you will find George Mason University an exciting and rewarding environment in which to work, and a place where the contributions of faculty are valued.

This offer is subject to the terms and conditions of the Faculty Terms and Conditions of Employment, attached hereto as "Attachment A", which is incorporated herein by reference.

The terms of this offer are as follows:

- Title: Distinguished Visiting Professor of Law (position # F396AZ)
- Term: June 25, 2019 through June 24, 2022
- Appointment: Part-Time 12-month Instructional (PI) Term Faculty appointment, 0.25 FTE. Service in this position is not applied for consideration for tenure.
- Salary: \$25,000.00 per year
- Assignment: You are assigned to Antonin Scalia Law School and will report to Rachelle Perkins. The teaching load for this position is determined according to the School's workload policy.
- Other Terms: All compensation for this position will be paid out of state public educational and general funds. The teaching load for this position is for the summer term and other teaching duties to be determined by the Dean, and will be consistent with your ethical obligations and other position.

Your duties to the Supreme Court of the United States and your judicial ethics obligations supersede any obligation arising out of this position at George Mason University. You will retain rights to all intellectual property you produce during the term of this agreement, notwithstanding any statement to the contrary in Attachment A. George Mason University acts independently of all other agencies or divisions of the Commonwealth of Virginia in appointing faculty.

This position does not include Commonwealth of Virginia benefits. George Mason University policies do not prohibit your service as Associate Justice of the Supreme

Brett Kavanaugh
January 31, 2019

Court of the United States.

If you are a new employee, before your first day of employment, please visit the New Employee Welcome (NEW) Center website (<http://hr.gmu.edu/welcome>), for complete in-processing instructions.

If these terms and conditions are acceptable to you, please sign and date in the space provided below, initial at the bottom right of each page, and return the original to my office. This offer will remain open until close of business on February 25, 2019; if you do not sign and return this offer of employment on or before such time and date, this offer and any contract for employment will be voidable by the University at any time without cause.

I look forward to your acceptance of this offer and to a rewarding professional association in the future. Should you need additional information or assistance, please do not hesitate to call Henry N. Butler. The telephone number is (703)993-8644.

Sincerely,

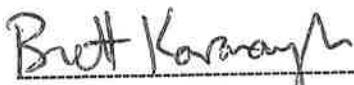


Henry N. Butler
Dean, Antonin Scalia Law School



S David Wu
Provost and Executive Vice President

I accept the appointment described under the terms and conditions set forth in this letter, including all applicable terms and conditions in the Attachment referenced in this letter. I further acknowledge that I will be governed by all applicable administrative policies and regulations of the University, currently in force and as amended in the future. I also acknowledge that said rules do not create any vested employment rights and that the University reserves the right to reassign me during my term of employment.



Brett Kavanaugh

2-8-2019

Date

CC: Human Resources and Payroll
Office of the Provost

ATTACHMENT A

Faculty Terms and Conditions of Employment

1. **Eligibility for Employment.** Your employment is contingent upon providing the University, prior to your first day of employment, official documentation of degrees earned. An original transcript from the institution awarding the highest degree mailed to the Office of the Provost will ordinarily satisfy this requirement. Please forward to - Office of the Provost, Attention: Personnel Project Manager, 4400 University Drive MSN 3A2, Fairfax, VA 22030 or to provppm@gmu.edu. You are responsible for providing a certified third-party translation and evaluation of your academic transcripts, if required by the University. Your employment is contingent upon satisfying all federal employment eligibility requirements, including any necessary work authorizations, and is contingent upon compliance with all applicable federal rules and regulations, including but not limited those federal rules and regulations regarding sponsored research. Your employment is contingent upon making no false or misleading representations in your application for employment. Your employment is contingent upon a successful background investigation; if the results of such investigation are not satisfactory to the University, this contract is voidable by the University. Questions regarding employment-based immigration should be directed to the Office of International Programs and Services.
2. **Approval of Appointment.** This appointment is subject to approval by the appropriate University administrative officers. The appointment is also subject to the policies and bylaws of the Board of Visitors and approval by the Board of Visitors.
3. **Faculty Handbook.** Your appointment is subject to all terms and conditions of the Faculty Handbook (the "Handbook") and any future modifications to it. The Handbook, as modified, is hereby incorporated by reference, except as otherwise specifically provided by your offer letter. In the event of a conflict between the Handbook and your offer letter, the terms of your offer letter will take precedence.
4. **General Conditions of Employment.** George Mason University is an agency of the Commonwealth of Virginia, organized pursuant to statute. As is the case for all University employees, your employment is subject to the Acts of the General Assembly of Virginia, Executive Orders of the Governor, regulations adopted by the Board of Visitors of the University, all applicable regulations, and all policies of the University. As a condition of your employment, you are subject to all applicable practices, policies and procedures of the University, including but not limited to policies regarding conflicts of interests, nondiscrimination, outside professional activities, leave, and intellectual property. It is your responsibility to be aware of these policies and procedures, as well as all others which may apply to you. University policies and procedures are subject to change without notice. You agree to make best efforts to successfully perform your duties under this contract.
5. **Benefits.** You may be eligible to receive certain benefits provided to Commonwealth of Virginia and University employees. You are responsible for making all decisions and for taking all actions relating to such benefits, within established timeframes and deadlines. Questions regarding benefits should be directed to the Department of Human Resources and Payroll.
6. **Taxation and Direct Deposit.** All amounts paid by the University to you may be subject to taxation both for reporting and withholding. Any amounts subject to withholding will have taxes withheld in accordance with federal and state law. If you accept this offer and it is your first appointment to George Mason University, you must complete tax forms in order to receive payment. Electronic direct deposit is mandatory for all employees.
7. **Assignment.** The University reserves the right to change your assignment, as well as your physical location, at any time during the Term of this contract, and you may be reassigned duties as determined by

the University.

8. Outside Activities. You may not engage in any outside activities which interfere with the proper performance of your duties. You are also subject to all University policies regarding outside activities, including policies regarding conflicts of interest.

9. Resignation. If you resign prior to completion of the Term of this contract, you agree to provide notice to the University as provided in the Handbook.

10. General Terms. This contract may be modified only by a written agreement signed by both you and by an authorized employee of the University. The waiver by either party of a breach of any provision of this contract will not operate or be construed as a waiver by that party of any prior or subsequent breaches. All agreements and covenants contained herein are severable, and if an appropriate court declares any such agreement or covenant to be invalid, this contract will be interpreted and applied as if such invalid agreements or covenants were not contained herein. This contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Venue for determination of the legal rights and obligations of the parties to this contract shall be an appropriate court in the Commonwealth of Virginia. This contract contains the entire agreement for employment by and between you and the University for the position stated in this contract. Oral modifications, additions, or supplementation to this contract shall have no effect and shall not bind the parties. This contract supersedes all prior contracts of employment entered into between you and the University. Paragraph headings are mere catchwords and shall not be used in interpretation of the terms of this contract. Digitized signatures of the person signing this offer letter on behalf of the university are effective as original signatures.

11. Availability. All instructional faculty must be available two weeks before classes begin and two weeks after classes end.

12. Reappointment or Extension. Reappointment or extension of the Term, if any, is at the sole option of the University and the University need not provide explanation of the decision to renew or not renew (except as the Handbook otherwise provides for Tenure-Track Faculty). Reappointment depends upon many factors including but not limited to availability of funding, organizational need, or acceptable performance. Reappointments or extensions of Term may be for a different period than the initial Term, and satisfactory performance does not guarantee renewal of appointment. You understand that there is no claim on future employment beyond the Term of this contract. To be valid, any extension or renewal of the Term must be in writing and signed by the Provost or appropriate designee of the University. This contract will expire on the last day of the Term stated in your contract.



Antonin Scalia Law School
3301 Fairfax Drive, MSN 1G3, Arlington, VA 22201
Phone: (703) 993-8000

July 2, 2018

The Honorable Neil Gorsuch
One First Street NE
Washington, DC 20543

Dear Justice Gorsuch,

It is my pleasure to offer you the position of Distinguished Visiting Professor of Law. I believe you will find George Mason University an exciting and rewarding environment in which to work, and a place where the contributions of faculty are valued.

This offer is subject to the terms and conditions of the Faculty Terms and Conditions of Employment, attached hereto as "Attachment A", which is incorporated herein by reference.

The terms of this offer are as follows:

- Title: Distinguished Visiting Professor of Law (position # F048AZ)
- Term: June 25, 2018 through June 24, 2021
- Appointment: Part-Time 12-month Instructional (PI) Term Faculty appointment, 0.25 FTE. Service in this position is not applied for consideration for tenure.
- Salary: \$25,000.00 per year
- Assignment: You are assigned to Antonin Scalia Law School and will report to Henry N. Butler. The teaching load for this position is determined according to the School's workload policy.
- Other Terms: All compensation for this position will be paid out of state public educational and general funds. The teaching load for this position is for the summer term and other teaching duties to be determined by the Dean, and will be consistent with your ethical obligations and other position.

Your duties to the Supreme Court of the United States and your judicial ethics obligations supersede any obligation arising out of this position at George Mason University. You will retain rights to all intellectual property you produce during the term of this agreement, notwithstanding any statement to the contrary in Attachment A. George Mason University acts independently of all other agencies or divisions of the Commonwealth of Virginia in appointing faculty.

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Court of the United States.

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If these terms and conditions are acceptable to you, please sign and date in the space provided below, initial at the bottom right of each page, and return the original to my office. This offer will remain open until close of business on July 31, 2018; if you do not sign and return this offer of employment on or before such time and date, this offer and any contract for employment will be voidable by the University at any time without cause.

I look forward to your acceptance of this offer and to a rewarding professional association in the future. Should you need additional information or assistance, please do not hesitate to call Henry N. Butler. The telephone number is (703)993-8644.

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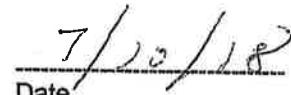
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Dean, Antonin Scalia Law School



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Provost and Executive Vice President

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The Honorable Neil Gorsuch


7/10/18
Date

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Office of the Provost

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